

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

NICOLE HINSON, Individually and as §
Next Friend of C.H., a Minor, §
and CAMERON HINSON §

vs.

WAL-MART STORES, INC., §
a Delaware Corporation §

§ **CIVIL ACTION NO. 2:14-CV-294 - JRG-RSP**

JUDGMENT

On the 21st day of May, 2015, came on to be heard in camera the above cause wherein Nicole Hinson, Individually and as Next Friend of C.H., A Minor, and Cameron Hinson, are Plaintiffs and are acting individually and by and through a duly appointed Guardian Ad Litem for C.H., Alan Wharton. The Defendant is Wal-Mart Stores, Inc.

The Plaintiffs appeared in person, through their counsel of record, and through the duly appointed Guardian Ad Litem for the minor, Alan Wharton. The Defendant appeared by and through its attorney of record. A jury was waived, and the Court proceeded to hear all matters of fact as well as of law. After having examined the pleadings and having heard the evidence, the Court finds that the parties herein have entered into a Confidential Compromise Settlement Agreement in writing, compromising all matters in controversy between them, and any of them, and that such Confidential Compromise Settlement Agreement is on file in this case under seal. The Court further finds from the evidence that said agreement is reasonable, fair, just and in the best interest of the Plaintiffs herein, including the minor Plaintiff, and that said agreement should be in all things approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Confidential Compromise Settlement Agreement which is on file under seal herein, be and the same is in all things approved and sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that Plaintiffs have and recover from Defendant the sums as set forth in the Confidential Compromise Settlement Agreement. Wal-Mart Stores, Inc. shall pay the funds as set for in the Confidential Compromise Settlement Agreement within 21 days of this Judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the sum of money herein adjudicated in favor of the minor Plaintiff, C.H., and made payable to the Cayden Hinson Special Needs Trust, care of the Trustee, Citizens National Bank, and shall be administered in accordance with the terms of the Cayden Hinson Special Needs Trust.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the action of ALAN WHARTON, attorney of Smith County, Texas, in appearing herein as Guardian Ad Litem for the minor Plaintiff, be, and the same is hereby in all things, confirmed and approved, and said Guardian Ad Litem is hereby allowed a fee of \$5,000.00 for representing the interests of said minor. Wal-Mart Stores, Inc. shall pay Mr. Wharton's fee within 21 days of this Judgment.

It is further ORDERED, ADJUDGED AND DECREED by the Court that upon payment of the sums agreed by the Defendant in favor of the Plaintiffs, Wal-Mart Stores, Inc. shall stand forever acquitted, released, and discharged of and from any and all liability to any of the Plaintiffs herein, including the minor Plaintiff, by reason of the matters and things alleged in the Plaintiffs' Petition on file herein or which might be raised and alleged by Plaintiffs, or by the Minor Plaintiff, as a result of the incident herein complained of.

It is further ORDERED, ADJUDGED AND DECREED by the Court that all court costs are borne by the party incurring the same. All other relief not specifically granted herein is denied.

SIGNED this 7th day of August, 2015.


ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE